

**CITY OF TEMPE
FIREFIGHTERS UNIT
MEMORANDUM OF UNDERSTANDING**

July 1, 2000

Resolution 2000.41



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PREAMBLE

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance No. 99.39 in order to reach agreement concerning wages, hours, and working conditions of employees comprising the Firefighter Unit, and,

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the state of Arizona or the Charter or ordinances of the City of Tempe except as expressly and lawfully limited herein,

NOW, THEREFORE, having reached this complete agreement concerning wages, hours and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Tempe with their joint recommendation that body resolve to adopt its terms and take such other action as may be necessary to implement its provisions.

PROVISO FOR EXISTING BENEFITS

For the purpose of expediting the Meet and Confer process leading to agreement on a Memorandum of Understanding for the July 2000 through June 2001 fiscal year, the parties agree to the following Proviso which shall expire on June 30, 2001, unless renewed in writing by subsequent action of the parties:

The parties agree and City Resolution 2000.01 confirms that in the event of a conflict between the City of Tempe Personnel Rules and Regulations, attachments thereto, other Council approved programs, and this Memorandum of Understanding, the Memorandum of Understanding shall apply to the conflicting issue. If there is no conflict between the above referenced documents, the parties are governed by the Rules and Regulations, attachments thereto and Council approved programs. In the event all such formerly referenced documents are silent on a particular issue, the City Manager and/or designee shall retain the right to exercise judgment on all such matters.

If, during the term of this Agreement, the City anticipates a substantive change in the benefits not included in this MOU, but provided to unit members through the City of Tempe Personnel Rules and Regulations and attachments thereto, and other Council approved programs, the City shall meet with the Union, explain the reasons for the change, and discuss the potential impact of such changes.

The purpose of the provisions of this Article is to continue to provide current financial benefit levels, as that terminology is customarily defined as part of the employees' overall compensation package, while simultaneously not restricting the authority of management in the administration and management of such benefits. As an example, firefighters on a 56-hour workweek will continue to be provided the benefit of vacation accrual as provided in the City Personnel Rules and Regulations; however, how approval is obtained to utilize such time shall remain the determination of the City. Similarly, these provisions do not guarantee a firefighter a particular work shift or work assignment, nor shall they guarantee a firefighter a right to overtime.

The referencing of the Personnel Rules and Regulations and other such policies and procedures herein does not make them an extension of this Memorandum of Understanding. Therefore, the process for an alleged breach of this MOU as contained in City Resolution 2000-01 shall not be applicable.

DEFINITIONS

For the purpose of this Memorandum of Understanding, the following definitions shall apply:

"City"	shall mean Tempe city government
"Union"	shall mean United Phoenix Firefighters Association Local 493, Tempe Chapter
"Unit Member"	shall mean a City employee identified in Ordinance 99.39, Section 2-400 (a) 1.

ARTICLE 1 RIGHTS OF THE UNION

1. During the term of this Memorandum of Understanding, union officials will be released from duty with full pay when directed by the City to participate in a meeting with the City and/or City representatives. Union officials will also be released from duty with full pay to participate in any committee or task force established by this Memorandum of Understanding.

2. Employees who participate in meetings covered by this Article at times other than their normal work shift shall not receive compensation and said hours are not considered time worked for the purpose of computing overtime.

3. Union representatives shall be released from duty with full pay to provide employee representation in a grievance hearing or disciplinary meeting with an employee.

4. During the term of this Agreement, the City will provide up to 520 hours to be utilized by the Union Officials as determined by the Union President for the purpose of conducting union/management related business. The time utilized must be authorized in advance by the Chief or his/her designee. The Union President will be responsible for complying with the following guidelines:

- Time will not be authorized if it results in overtime for the Union member utilizing the time or if it creates an operational problem for the Department.
- The activity to be engaged in cannot create a conflict of interest between the Union and the City of Tempe.
- The time used must be considered in accordance with the overall mission and values of the City and must not negatively impact upon the relationship between the City and the Union.

5. It is understood and agreed that meetings such as those mentioned above shall be scheduled in such a manner as to minimize disruptions to service and to minimize overtime.

6. There shall be no use of City paid time for Union-related activities except as expressly authorized by this Article. The Department shall maintain procedures to administer and control use of city paid time in conformity with the provisions of this Article.

7. The City shall furnish monthly, or as requested, a listing of Union members on City payroll deduction for union dues during the term of this agreement. Included with the employee's name shall be the employee's current job assignment. An employee who wishes for his/her mailing address to be released to the Union may so designate to the City and this information will be included. In July, the City will solicit this information from employees and the employee's authorization shall continue until revoked in writing by the employee. The Union agrees to use this list solely for purposes of communicating with Union members and will not share this information with other individuals or organizations.

8.

- A. The City agrees, in conformity with Ordinance 99.39, to deduct an amount specified in writing by the employee and transmit such amount to the Union each pay period. Such deductions shall be made only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. The Union reserves the right during the term of this agreement to increase the amount withheld for all employees pursuant to a generalized dues increase.
- B. The City assumes no liability on account of any action taken pursuant to this section. The Union agrees to indemnify and hold the City harmless for taking action in conformance with this section.
- C. Employees may initiate, discontinue or amend payroll deductions at any time during the term of this Memorandum of Understanding.

9. There shall be no implied rights beyond the specific terms of this Memorandum of Understanding.

10. Employees who utilized vacation leave for the purpose of attending negotiation meetings with the City will have those hours reinstated by the Fire Department.

ARTICLE 2

RIGHTS OF THE UNIT EMPLOYEE

1. Discipline

Unit members have the right to be represented by the Union at meetings in which the employee is receiving discipline in the form of a formal reprimand (oral or written), a suspension, demotion, disciplinary pay reduction, or termination per City Personnel Rule 4, Section 406-M.

2. Grievance

A unit member may be accompanied by a Union representative who is a City employee at any step of the grievance procedure contained in City Personnel Rule 6, Section 605.

3. Merit System Board

Unit members have the right to be represented by the Union or the Union's representative. The unit member's representative may address the Board and question witnesses. Any attorney representing the City is also allowed to address the Board and question witnesses per City Personnel Rule 1, Section 106.

ARTICLE 3 WAGES

Effective July 7, 2000, unit members shall receive a three percent (3%) market adjustment consistent with that received by other City employees. In addition, those employees eligible for a five percent (5%) merit increase shall receive this increase on July 7, 2000.

In addition, the following pay plan will be in effect during the term of this Memorandum of Understanding.

Sworn Fire Personnel Pay Plan, Effective July 7, 2000

Firefighter:

Assigned as a Recruit – 40 Hours	31,677	15.229
Upon graduation from Academy	34,966	12.008
1 Year from Academy Graduation	36,714	12.608
2 Years from Academy Graduation	38,551	13.239
3 Years from Academy Graduation	40,478	13.900
4 Years from Academy Graduation	42,502	14.595
5 Years from Academy Graduation	44,627	15.325
6 Years from Academy Graduation	46,859	16.092
Following Year Max Salary Adjustment	47,208	16.212

Fire Engineer

Upon Promotion	49,568	17.022
One Year after Promotion	50,842	17.459

Fire Captain	58,963	20.248
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Fire Captain (40-Hour Assignment)

9% above Fire Captain	64,270	29.999
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Paramedic Assignment Pay

Upon Assignment to Paramedic	5% above current salary
One Year after Assignment to Paramedic	5% above current salary

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ARTICLE 4 DEFERRED COMPENSATION

1. Effective with the first pay period in January 2001, unit members will no longer receive Mediflex benefits. In lieu of such benefit, unit members shall receive deferred compensation credit to their account according to the following schedule:

3 Years of Service	\$190
4 Years of Service	\$305
5 Years of Service	\$650

2. Beginning with the first pay period in July, each unit member will receive the current City contribution of \$10 per pay period.

3. Each contribution in paragraph 1 and 2 may be made into either the City's 401(k) or 457 deferred compensation plan. If the 457 plan is elected, unit member shall pay all applicable taxes (employee and employer). If 401(k) plan is elected, unit member has no immediate tax obligation.

ARTICLE 5

PENSION CONTRIBUTION

Because firefighters do not participate in Social Security, the City does not pay this benefit (7.65% of payroll) on their behalf as it does for other City Employees. This savings differentiates firefighters from other City employees in light of the Mission and Values and mandates a different approach regarding their retirement benefits. Furthermore, the Fire Insurance Premium Tax for 2000-01 exceeds the amount the City pays into retirement for the firefighters by approximately 1% of payroll. This unique situation allows the City to increase its contribution to the firefighter's retirement by an additional 1% thereby reducing the cost of the firefighter's contribution by 1% without any additional expenditure on behalf of the City.

ARTICLE 6 HOLIDAYS

Each unit member shall have the opportunity of selecting 11.2 hours of pay at the overtime rate in lieu of 24 hours of leave currently received for the Birthday Holiday. Election of this option shall occur before January 1 of the contract year for the following calendar year. Employees who have elected pay will receive payment during the first full pay period in January. Employees who have been hired after January 1 will only be provided with a day off for their Birthday Holiday.

ARTICLE 7 VACATION

1. During the term of this Agreement, the City will seek from the Internal Revenue Service a private letter ruling for the purpose of allowing vacation sell back privileges without employees incurring constructive receipt tax liability.

2. During the term of this Agreement, the City will seek from the Department of Labor an opinion letter determining whether a vacation sell back option must be added to the "regular rate" for FLSA overtime purposes.

3. The Department shall maintain the current number of vacation slots and shall continue to allow two unit members to be off on partial vacation during a 24-hour period unless the Chief determines there is an operational need to modify this policy. If the Chief makes this determination, prior to implementing this change, the issue shall be brought to the Labor Management Committee for discussion at which time the Union may provide input and recommendations. If the Chief believes the recommendations of the Association will resolve the operational need to change the vacation policy, no changes will be made.

ARTICLE 8 HEALTH INSURANCE

1. An Employee's Health Insurance Evaluation Committee shall be established to examine issues related to the provisions and maintenance of health insurance for Unit members and other City employees.

The Union shall be entitled to appoint a unit member to the Health Insurance Evaluation Committee related to the provision and maintenance of health insurance for unit members, including the reviewing of the Request for Proposal, the evaluation of the submitted proposals, and the recommendation of the preferred provider.

2. The City shall provide health insurance for members retiring from the City pursuant to the rules and procedures for retirement as defined under the Public Safety Retirement System and the City of Tempe policies and procedures regarding retiree health insurance in place as of March 28, 2000. This provision of this paragraph shall expire on June 30, 2001.

ARTICLE 9
LABOR MANAGEMENT COMMITTEE

1. There shall be a Labor-Management Committee consisting of City employees: four representatives of the Union and four representatives of the Fire Department. The purpose of the Committee is to facilitate positive labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new department programs or substantial modifications of existing major department programs that will have a significant impact on service delivery, work schedules, or duties.
2. The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled time.

ARTICLE 10
TERM AND EFFECT

This Memorandum shall become effective July 1, 2000, and remain in full force and effect in accordance with the provisions of Tempe City Ordinance 99.39. This memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hands this
_____ day of _____, 2000.

CITY OF TEMPE, a municipality

City Manager

Firefighters Unit Representative

APPROVED AS TO FORM:

City Attorney